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18 CV 11644

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

MATTEL, INC.,

Plaintiff

v.

BETTERLOVER, BONICIACHIC,
BRINGDREAM, BUYBEAUTYPRODUCTS,
BUYMOREMORE, CHARLES' HOUSE,
CHERISH_, CHINESE SHENZHEN GAODE
TRADING COMPANY, DABINTXUE,
DINGXU'S STORE, ETEMENANKI,
GLUBTECK, GUOJIAJIA, HITTIME,
HONGJINGDA STORE, HUAYI PHOTO LTD,
HUNHUNSTORE, INTELLIGENT LIFE,
JIANGLIN STORE, JOHNNY SHOP, JOYFUL
FISH, KOLLIA, LABOUTIQUEDESTOONS,
LENGSHANBO, LINGFEICUIKAIG, LOVER
SPACE WALL STICKER, LUCKY JOHN
FENG'S STORE, LUCY WANG, MORALTOP,
NEW LUCKY, OEY DEDIANPO, PAZC009,
PPINGSMILE, QAMAWCUQING,
QINGFENTE, RENGUOFEL,
REWEVIRGINHAIR, SHENZHEN YAHOO
BUYING CO.,LTD., SILINYUAN, SKY-EYE,
THE BEAUTY CLUB, WANGHAIBING,

CIVIL ACTION No. ____

[PROPOSED]

**1) TEMPORARY RESTRAINING
ORDER; 2) ORDER
RESTRAINING ASSETS AND
MERCHANT STOREFRONTS; 3)
ORDER TO SHOW CAUSE WHY
A PRELIMINARY INJUNCTION
SHOULD NOT ISSUE; 4) ORDER
AUTHORIZING BIFURCATED
AND ALTERNATIVE SERVICE;
AND 5) ORDER AUTHORIZING
EXPEDITED DISCOVERY**

FILED UNDER SEAL

WEDDING	DECORATION	CHINA,
WEICHSTERSPORTS,	WEIXIAOMING1,	
WESTBLUEFLOWERS,	XIAOJIAN XIE,	
XINHUI SUPPLY,	XIXIAOXIAO,	
XUEXUEZHIZI,	YEQIAN,	YESCON,
YIWUSHIMIAOJINDIANZISHANGWUYOUX		
LANGONGSI,	ZEAGOO2008,	ZFQLP16,
ZHANGQIANQ,	ZHENGZECHENG	and
ZHIYUANSTORE,		

Defendants

On this day, the Court considered Plaintiff's *ex parte* application for the following: 1) a temporary restraining order; 2) an order restraining assets and Merchant Storefronts (as defined *infra*); 3) an order to show cause why a preliminary injunction should not issue; 4) an order authorizing bifurcated and alternative service by electronic means and 5) an order authorizing expedited discovery against Betterlover, boniciachic, Bringdream, Buybeautyproducts, buymoremore, Charles' House, Cherish_, Chinese Shenzhen Gaode Trading Company, Dabintxue, dingxu's store, etemenanki, GLuBTeck, guojiajia, HITTIME, hongjingda store, HUAYI PHOTO LTD, hunhunstore, intelligent_life, jianglin store, Johnny shop, Joyful Fish, Kolliia, laboutiquedestoons, lengshanbo, lingfeicuikaiG, lover space wall sticker, Lucky John Feng's Store, lucy wang, moraltop, New Lucky, oey dedianpo, pazc009, PPingSmile, qamawcuqing, qingfente, renguofei, rewevirginhair, ShenZhen Yahoo Buying Co.,Ltd., silinyuan, Sky-eye, The Beauty Club, wanghaibing, wedding decoration china, WeichsterSports, weixiaoming1, westBlueflowers, Xiaojian Xie, XinHui supply, xixiaoxiao, xuexuezhizi, yeqian, Yescon, "yiwushimiaojindianzishangwuyouxiangongsi", zeagoo2008, Zfqlp16, zhangqianq, zhengzecheng and zhiyuanstore (hereinafter collectively referred to as "Defendants" or individually as "Defendant"), ContextLogic (as defined *infra*) and Financial Institutions (as defined *infra*) in light of Defendants' intentional and willful offerings for sale and/or sales of

Counterfeit Products (as defined *infra*) (“Application”).¹ A complete list of Defendants is attached hereto as **Schedule A**, which also includes links to Defendants’ Merchant Storefronts. Having reviewed the Application, the Declarations of Jessica Arnaiz, Lisa Delanty and Brieanne Scully, along with exhibits attached thereto and other evidence submitted in support thereof, the Court makes the following preliminary findings of fact and conclusions of law:

PRELIMINARY FINDINGS OF FACT & CONCLUSIONS OF LAW

1. Plaintiff through its family of companies, is a leading designer, developer, marketer, manufacturer and distributor of well-known children’s toys and games (“Mattel Products”) under its iconic brands, including, but not limited to: Barbie, Thomas & Friends, Hot Wheels, American Girl and Fisher-Price (“Mattel Brands”).



2. Plaintiff sells its Mattel Products worldwide through major retailers, quality toy stores and online marketplaces.

3. One of Plaintiff’s most popular and successful brands is Barbie, an iconic and world-renowned fashion doll (“Barbie”).

4. Barbie was first introduced at the American International Toy Fair in New York on March 9, 1959. The Barbie doll soon became famous around the world, dramatically impacting the way that children interacted with dolls and the Barbie brand has since expanded to a vast range of commercial products, including, but not limited to, playhouses, toy cars, books, movies, games, puzzles and clothing (“Barbie Products”).

5. While Plaintiff has gained significant common law trademark and other rights in its Barbie Products, through use, advertising, and promotion, Mattel has also protected these valuable rights by filing for and obtaining federal trademark registrations.

¹ Where a defined term is referenced herein and not defined herein, it should be understood as it is defined in the Complaint or Application.

6. For example, Plaintiff is the owner of a number of US Trademark Registrations for BARBIE or BARBIE formative marks, including but not limited to: U.S. Trademark Reg. No. 689,055 for “BARBIE” for a variety of goods in Class 22, U.S. Trademark Reg. No. 741,208 for “BARBIE” for a variety of goods in Class 22, U.S. Trademark Reg. No. 768,397 for “BARBIE” for a variety of goods in Class 22, U.S. Trademark Reg. No. 810,106 for “BARBIE” for a variety of goods in Class 22, U.S. Trademark Reg. No. 814,995 for “BARBIE” for a variety of goods in Classes 37 and 38, U.S. Trademark Reg. No. 1,300,766 for “BARBIE” for a variety of goods in Class 28, U.S. Trademark Reg. No. 1,693,139 for “BARBIE” for a variety of goods in Class 25, U.S. Trademark Reg. No. 1,746,477 for “BARBIE” for a variety of goods in Class 28, U.S. Trademark Reg. No. 1,754,535 for “BARBIE” for a variety of goods in Class 25, U.S. Trademark Reg. No. 1,769,285 for “BARBIE” for a variety of goods in Class 16, U.S. Trademark Reg. No. 1,773,571 for “BARBIE” for a variety of goods in Class 14, U.S. Trademark Reg. No. 1,775,637 for “BARBIE” for a variety of goods in Classes 3 and 21, U.S. Trademark Reg. No. 1,795,876 for “BARBIE” for a variety of goods in Class 18, U.S. Trademark Reg. No. 2,040,801 for “BARBIE” for a variety of goods in Class 25, U.S. Trademark Reg. No. 2,203,306 for “BARBIE” for a variety of good in Classes 21 and 26, U.S. Trademark Reg. No. 3,287,023 for “BARBIE” for a variety of goods in Class 28, U.S. Trademark Reg. No. 2,087,842 for  for a variety of goods in Class 28 and U.S. Trademark Reg. No. 2,639,971 for  for a variety of goods in Classes 25 and 28 (collectively, the “Barbie Marks”).

7. The Barbie Marks are currently in use in commerce in connection with Barbie Products. The Barbie Marks were first used in commerce on or before the dates of first use as

reflected in their respective registration certificates and all of the Barbie Marks are valid and subsisting while many are incontestable.

8. In addition, Plaintiff owns both registered and unregistered copyrights in and related to the Barbie Products.

9. For example, Plaintiff is the owner of U.S. Copyright Registrations for Barbie brand designs and imagery, including but not limited to: U.S. Copyright Reg. No. VA 945-179, covering the Barbie head sculpture known as CEO Barbie; no. 98-20548, U.S. Copyright Reg. No. VA 1-884-053, covering the Barbie Silhouette Head, U.S. Copyright Reg. No. VA 1-694-866, covering The Fabulous Life of Barbie – Barbie Spring/Summer 2010, U.S. Copyright Reg. No. VA 1-698-616, covering The Fabulous Life of Barbie – Barbie Fall/Winter 2010 Style Guide, U.S. Copyright Reg. No. VA 1-843-492, covering Barbie A Fashion Fairytale Fall 2010 Entertainment Style Guide, U.S. Copyright Reg. No. VA 1-843-508, covering The Fabulous Life of Barbie Style Guide 2011, U.S. Copyright Reg. No. VA 1-849-098, covering the Barbie 2012 Style Guide, Copyright Reg. No. VA 1-849-097, covering the Barbie 2013 Style Guide, U.S. Copyright Reg. No. VA 1-915-299, covering the Barbie 2014 Consumer Products Style Guide, U.S. Copyright Reg. No. VA 1-915-304, covering the Barbie Consumer Products 2015 Style Guide, U.S. Copyright Reg. No. VA 1-930-942, covering the Barbie Packaging Guide 2010 and Beyond, U.S. Copyright Reg. No. VA 2-005-795, covering the Barbie 2017 Seasonal Style Guide Consumer Products & Packaging and U.S. Copyright Reg. No. VA 2-082-446, covering the Barbie 2018 Consumer Products Guide (collectively, the “Barbie Works”).

10. Defendants are manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale and/or selling products bearing or used in connection with the Barbie Marks and/or Barbie Works, and/or products in packaging and/or

containing labels and/or hang tags bearing the Barbie Marks and/or Barbie Works, and/or bearing or used in connection with marks and/or artwork that are confusingly or substantially similar to the Barbie Marks and/or Barbie Works and/or products that are identical or confusingly or substantially similar to the Barbie Products (collectively referred to as, “Infringing Product(s)” or “Counterfeit Product(s)”) through accounts with online marketplace platforms such as Wish.com, as well as any and all as yet undiscovered accounts with additional online marketplace platforms held by or associated with Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them (“User Accounts”) (see **Schedule A** for links to Defendants’ Merchant Storefronts and listings for Counterfeit Products);

11. Wish.com is an online marketplace and e-commerce platform that allows manufacturers and other third-party merchants, like Defendants, to advertise, distribute, offer for sale, sell and ship their retail products originating primarily from China,² among other locations, directly to consumers worldwide and specifically to consumers residing in the U.S., including New York (hereinafter, “Wish”);

12. Defendants are not, nor have they ever been, authorized distributors or licensees of the Barbie Products. Neither Plaintiff, nor any of Plaintiff’s authorized agents, have consented to Defendants’ use of the Barbie Marks and/or Barbie Works, nor has Plaintiff consented to Defendants’ use of any identical or confusingly similar marks or artwork;

13. Plaintiff is likely to prevail on its Lanham Act claims, copyright claims and related state law claims at trial;

² See Armando Roggio, *Ecommerce Lessons from the Wish Shopping App*, PRACTICALECOMMERCE (Jan. 7, 2015), <https://www.practicalecommerce.com/Ecommerce-Lessons-from-the-Wish-Shopping-App>.

2.

14. As a result of Defendants' infringements, Plaintiff, as well as consumers, is likely to suffer immediate and irreparable losses, damages and injuries before Defendants can be heard in opposition, unless Plaintiff's Application for *ex parte* relief is granted.

- a. ~~Defendants have offered for sale and sold substandard Counterfeit Products that infringe the Barbie Marks and Barbie Works;~~
- b. Plaintiff has well-founded fears that more Counterfeit Products will appear in the marketplace; that consumers may be misled, confused and disappointed by the quality of these Counterfeit Products, resulting in injury to Plaintiff's reputation and goodwill; and that Plaintiff may suffer loss of sales for its Barbie Products; and
- c. Plaintiff has well-founded fears that if it proceeds on notice to Defendants on this Application, Defendants will: (i) secret, conceal, destroy, alter, sell-off, transfer or otherwise dispose of or deal with Counterfeit Products or other goods that infringe the Barbie Marks and Barbie Works, the means of obtaining or manufacturing such Counterfeit Products, and records relating thereto that are in their possession or under their control, (ii) inform their suppliers and others of Plaintiff's claims with the result being that those suppliers and others may also secret, conceal, sell-off or otherwise dispose of Counterfeit Products or other goods infringing the Barbie Marks and Barbie Works, the means of obtaining or manufacturing such Counterfeit Products, and records relating thereto that are in their possession or under their control, (iii) secret, conceal, transfer or otherwise dispose of their ill-gotten proceeds from its sales of Counterfeit Products or other goods infringing the Barbie Marks and Barbie Works and records relating thereto that are in their possession or under their control and/or (iv) open new User Accounts through which Defendants, their respective officers,

employees, agents, servants and all persons in active concert or participation with any of them manufacture, import, export, advertise, market, promote, distribute, offer for sale, sell and/or otherwise deal in products, including Counterfeit Products, which are held by or associated with Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them (“Merchant Storefront(s)”) under new or different names and continue to offer for sale and sell Counterfeit Products with little to no consequence;

3
15. The balance of potential harm to Defendants of being prevented from continuing to profit from their illegal and infringing activities if a temporary restraining order is issued is far outweighed by the potential harm to Plaintiff, its business, the goodwill and reputation built up in and associated with the Barbie Marks and Barbie Works and to its reputation if a temporary restraining order is not issued;

4
16. Public interest favors issuance of the temporary restraining order in order to protect Plaintiff's interests in and to its Barbie Marks and Barbie Works, and to protect the public from being deceived and defrauded by Defendants' passing off of their substandard Counterfeit Products as Barbie Products;

17. —Plaintiff has not publicized its request for a temporary restraining order in any way;

5
18. Service on Defendants via electronic means is reasonably calculated to result in proper notice to Defendants.

6
19. If Defendants are given notice of the Application, they are likely to secret, conceal, transfer or otherwise dispose of their ill-gotten proceeds from their sales of Counterfeit Products or other goods infringing the Barbie Marks and Barbie Works. Therefore, good cause exists for granting Plaintiff's request for an asset restraining order.

20. It typically takes Financial Institutions a minimum of five (5) days after service of the Order (as defined *infra*) to locate, attach and freeze Defendants' Assets (as defined *infra*) and/or Defendants' Financial Accounts (as defined *infra*) and ContextLogic a minimum of five (5) days to freeze Defendants' Merchant Storefronts. As such, the Court provides for bifurcated and alternative service allowing enough time for Plaintiff to serve the Financial Institutions and ContextLogic with this Order, and for the Financial Institutions and ContextLogic to comply with the Paragraphs I(B)(1) through I(B)(2) and I(C)(1) of this Order, respectively, before requiring service on Defendants.

21. Similarly, if Defendants are given notice of the Application, they are likely to destroy, move, hide or otherwise make inaccessible to Plaintiff the records and documents relating to Defendants' manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale and/or sale of Counterfeit Products. Therefore, Plaintiff has good cause to be granted expedited discovery.

ORDER

Based on the foregoing preliminary findings of fact and conclusions of law, Plaintiff's Application is hereby **GRANTED** as follows (the "Order"):

I. Temporary Restraining Order

A. IT IS HEREBY ORDERED, as sufficient cause has been shown, that Defendants are hereby restrained and enjoined from engaging in any of the following acts or omissions pending the hearing and determination of Plaintiff's Application for a preliminary injunction as referenced in **Paragraph (II)(A)** below:

- 1) manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in Counterfeit Products,

or any other products bearing the Barbie Marks and/or marks that are confusingly similar to, identical to and constitute a counterfeiting or infringement of the Barbie Marks and/or incorporating the Barbie Works and/or artwork that is substantially similar to, identical to and constitute an infringement of the Barbie Works;

- 2) communicating, directly or indirectly, with any person or persons: (i) from whom they purchased or obtained any Counterfeit Products; (ii) to whom they sold or offered to sell such Counterfeit Products or (iii) of whom they know, or reasonably believe, to possess, control or have access to any such Counterfeit Products;
- 3) secreting, concealing, destroying, altering, selling off, transferring or otherwise disposing of and/or dealing with: (i) Counterfeit Products and/or (ii) any computer files, data, business records, documents or any other records or evidence relating to their User Accounts, Merchant Storefronts or any money, securities or other property or assets of Defendants (whether said assets are located in the U.S. or abroad) (hereinafter collectively referred to as “Defendants’ Assets”) and the manufacture, importation, exportation, advertising, marketing, promotion, distribution, display, offering for sale and/or sale of Counterfeit Products;
- 4) effecting assignments or transfers, forming new entities or associations, or creating and/or utilizing any other platform, User Account, Merchant Storefront or any other means of importation, exportation, advertising, marketing, promotion, distribution, display, offering for sale and/or sale of Counterfeit Products for the purposes of circumventing or otherwise avoiding the prohibitions set forth in this Order; and

- 5) knowingly instructing, aiding or abetting any other person or business entity in engaging in any of the activities referred to in subparagraphs I(A)(1) through I(A)(4) above and I(B)(1) through I(B)(2) and I(C)(1) below.

B. IT IS HEREBY ORDERED, as sufficient cause has been shown, that ContextLogic, Inc. (“ContextLogic”), PayPal Inc. (“PayPal”), Payoneer Inc. (“Payoneer”), and PingPong Global Solutions, Inc. (“PingPong”) (ContextLogic, PayPal, Payoneer and PingPong are collectively referred to as the “Financial Institutions”) are hereby restrained and enjoined from engaging in any of the following acts or omissions pending the hearing and determination of Plaintiff’s Application for a preliminary injunction as referenced in **Paragraph (II)(A)** below, or until further order of the Court:

- 1) secreting, concealing, transferring, disposing of, withdrawing, encumbering or paying Defendants’ Assets from or to financial accounts associated with or utilized by any Defendant or any Defendant’s User Accounts or Merchant Storefront(s) (whether said account is located in the U.S. or abroad) (“Defendants’ Financial Accounts”) until further ordered by this Court;
- 2) secreting, concealing, destroying, altering, selling off, transferring or otherwise disposing of and/or dealing with any computer files, data, business records, documents or any other records or evidence relating to Defendants’ Assets and Defendants’ Financial Accounts; and
- 3) knowingly instructing, aiding or abetting any person or business entity in engaging in any of the activities referred to in subparagraphs I(A)(1) through I(A)(4) and I(B)(1) through I(B)(2) above and I(C)(1) below.

C. IT IS HEREBY ORDERED, as sufficient cause has been shown, that ContextLogic is hereby restrained and enjoined from engaging in any of the following acts or omissions pending the hearing and determination of Plaintiff's Application for a preliminary injunction as referenced in Paragraph (II)(A) below, or until further order of the Court:

includes intermediate Saturdays and Sundays

- 1) within five (5) days after receipt of service of this Order, providing services to Defendants, Defendants' User Accounts and Defendants' Merchant Storefronts, including, without limitation, continued operation of Defendants' User Accounts and Merchant Storefronts; and
- 2) knowingly instructing, aiding, or abetting any other person or business entity in engaging in any of the activities referred to in subparagraphs I(A)(1) through I(A)(4), I(B)(1) through I(B)(2) and I(C)(1) above.

II. Order to Show Cause Why A Preliminary Injunction Should Not Issue And Order Of Notice

A. Defendants are hereby ORDERED to show cause before this Court in Courtroom 11D of the United States District Court for the Southern District of New York at 500 Pearl Street/40 Foley Square, New York, New York on December 20, 2018 at 2:00 P.M. a.m. or at such other time that this Court deems appropriate, why a preliminary injunction, pursuant to FRCP 65(a), should not issue.

B. IT IS FURTHER ORDERED that opposing papers, if any, shall be filed electronically with the Court and served on Plaintiff's counsel by *the electronic case filing system* delivering copies thereof to the office of Epstein Drangel LLP at 60 East 42nd Street, Suite 2520, New York, NY 10165, Attn: Jason M. Drangel on or before December 19, 2018 *at noon*. Plaintiff shall ~~file any Reply papers on or~~ before _____, 2018.

C. IT IS FURTHER ORDERED that Defendants are hereby given notice that failure to appear at the show cause hearing scheduled in **Paragraph II(A)** above may result in the imposition of a preliminary injunction against them pursuant to FRCP 65, which may take effect immediately upon the expiration of this Order, and may extend throughout the length of the litigation under the same terms and conditions set forth in this Order.

III. Asset Restraining Order

A. IT IS FURTHER ORDERED pursuant to FRCP 64 and 65 and CPLR 6201 and this Court's inherent equitable power to issue provisional remedies ancillary to its authority to provide final equitable relief, as sufficient cause has been shown, that within five (5) days of receipt of service of this Order, the Financial Institutions shall locate and attach Defendants' Financial Accounts and shall provide written confirmation of such attachment to Plaintiff's counsel.

IV. Order Authorizing Bifurcated and Alternative Service by Electronic Means

A. IT IS FURTHER ORDERED, as sufficient cause has been shown, that service shall first be effected on the Financial Institutions and ContextLogic and which may be made and shall be deemed effective as to the following if it is completed by the below means:

- 1) delivery of: (i) a PDF copy of this Order, or (ii) a link to a secure website where PayPal will be able to download a PDF copy of this Order via electronic mail to EE Omaha Legal Specialist at EEOMALegalSpecialist@paypal.com;
- 2) delivery of: (i) a PDF copy of this Order, or (ii) a link to a secure website where ContextLogic, via ContextLogic's DMCA Agent, will be able to download a PDF copy of this Order via electronic mail at elisa@wish.com and brand-protection@wish.com and to ContextLogic's counsel, Dwight Lueck, at Dwight.Lueck@btlaw.com;
- 3) delivery of: (i) a PDF copy of this Order, or (ii) a link to a secure website where Payoneer will be able to download a PDF copy of this Order via electronic mail to Payoneer's

*includes
intermediate
Salvador
and Seidman*

Customer Service Management at customerservicemanager@payoneer.com and Edward Tulin, counsel for Payoneer, at Edward.Tulin@skadden.com; and

- 4) delivery of: (i) a PDF copy of this Order, or (ii) a link to a secure website where PingPong will be able to download a PDF copy of this Order via electronic mail to PingPong's Legal Department at xieqt@pingpongx.com and legal@pingpongx.com and Mathew Ball, counsel for PingPong, at Matthew.Ball@klgates.com.

B. IT IS FURTHER ORDERED, pursuant to FRCP 4(f)(3), as sufficient cause has been shown, ~~that upon the Financial Institution and ContextLogic's compliance with Paragraphs I(C), III(A) and V(C) of this Order, that service may be made on,~~ and shall be deemed effective as to Defendants, if it is completed by the following means:

- 1) delivery of: (i) PDF copies of this Order together with the Summons and Complaint, or (ii) a link to a secure website (including NutStore.com, a large mail link created through RPost.com and via website publication through a specific page dedicated to this Lawsuit accessible through ipcounselorslawsuit.com) where each Defendant will be able to download PDF copies of this Order together with the Summons and Complaint, and all papers filed in support of Plaintiff's Application seeking this Order to Defendants' e-mail addresses to be determined after having been identified by ContextLogic in compliance with **Paragraph V(C)**.

C. IT IS FURTHER ORDERED, as sufficient cause has been shown, that the Clerk of the Court shall issue a single original summons in the name of "Betterlover and all other Defendants identified in the Complaint" that will apply to all Defendants.

V. Order Authorizing Expedited Discovery

A. IT IS FURTHER ORDERED, as sufficient cause has been shown, that:

- 1) Within fourteen (14) days after receiving service of this Order, each Defendant shall serve upon Plaintiff's counsel a written report under oath providing:
 - a. their true name and physical address;
 - b. the name and location and URL of any and all websites that Defendants own and/or operate and the name, location, account numbers and URL for any and all User Accounts and Merchant Storefronts on Wish.com and/or any and all other online marketplace platforms that Defendants own and/or operate;
 - c. the complete sales records for any and all sales of Counterfeit Products, including but not limited to number of units sold, the price per unit, total gross revenues received (in U.S. dollars) and the dates thereof;
 - d. the account details for any and all of Defendants' Financial Accounts, including, but not limited to, the account numbers and current account balances; and
 - e. the steps taken by each Defendant, or other person served to comply with **Section I**, above.
- 2) Plaintiff may serve interrogatories pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure as well as Local Civil Rule 33.3 of the Local Rules for the Southern and Eastern Districts of New York and Defendants who are served with this Order shall provide written responses under oath to such interrogatories within fourteen (14) days of service to Plaintiff or Plaintiff's counsel.

*includes
intermediate
Saturday and
Sunday*

3) Plaintiff may serve requests for the production of documents pursuant to FRCP 26 and 34, and Defendants who are served with this Order and the requests for the production of documents shall produce all documents responsive to such requests within fourteen (14) days of service to Plaintiff or Plaintiff's counsel.

B. IT IS FURTHER ORDERED, as sufficient cause has been shown, that within five (5) days of receipt of service of this Order, the Financial Institutions shall identify any and all of Defendants' Financial Accounts, and provide Plaintiff and/or Plaintiff's counsel with a summary report containing account details for any and all such accounts, which shall include, at a minimum, identifying information for Defendants, including contact information for Defendants (including, but not limited to, mailing addresses and e-mail addresses), account numbers and account balances for any and all of Defendants' Financial Accounts and confirmation of said compliance with this Order.

*includes intermediate
Saturday and Sunday*

C. IT IS FURTHER ORDERED, as sufficient cause has been shown, that within five (5) days of receipt of service of this Order, ContextLogic shall identify any and all of Defendants' User Accounts and Merchant Storefronts, and provide Plaintiff and/or Plaintiff's counsel with a summary report containing account details for any and all User Accounts and Merchant Storefronts, which shall include, at a minimum, identifying information for Defendants and Defendants' User Accounts and Defendants' Merchant Storefronts, contact information for Defendants (including, but not limited to, mailing addresses and e-mail addresses) and confirmation of said compliance with this Order.

D. IT IS FURTHER ORDERED, as sufficient cause has been shown, that:

1) Within fourteen (14) days of receiving actual notice of this Order, all Financial Institutions who are served with this Order shall provide Plaintiff's counsel all

documents and records in their possession, custody or control (whether located in the U.S. or abroad) relating to any and all of Defendants' Financial Accounts, including, but not limited to, documents and records relating to:

- a. account numbers;
- b. current account balances;
- c. any and all identifying information for Defendants, Defendants' User Accounts and Defendants' Merchant Storefronts, including, but not limited to, names, addresses and contact information;
- d. any and all account opening documents and records, including, but not limited to, account applications, signature cards, identification documents and if a business entity, any and all business documents provided for the opening of each and every of Defendants' Financial Accounts;
- e. any and all deposits and withdrawals during the previous year from each and every one of Defendants' Financial Accounts and any and all supporting documentation, including, but not limited to, deposit slips, withdrawal slips, cancelled checks and account statements; and
- f. any and all wire transfers into each and every one of Defendants' Financial Accounts during the previous year, including, but not limited to, documents sufficient to show the identity of the destination of the transferred funds, the identity of the beneficiary's bank and the beneficiary's account number.

E. IT IS FURTHER ORDERED, as sufficient cause has been shown, that:

- 1) Within fourteen (14) days of receipt of service of this Order, ContextLogic shall provide to Plaintiff's counsel all documents and records in its possession, custody or

control (whether located in the U.S. or abroad) relating to Defendants' User Accounts and Defendants' Merchant Storefronts, including, but not limited to, documents and records relating to:

- a. any and all User Accounts and Defendants' Merchant Storefronts and account details, including, without limitation, identifying information and account numbers for any and all User Accounts and Defendants' Merchant Storefronts that Defendants have ever had and/or currently maintain with ContextLogic that were not previously provided pursuant to Paragraph V(C);
- b. the identities, location and contact information, including any and all e-mail addresses of Defendants that were not previously provided pursuant to Paragraph V(C);
- c. the nature of Defendants' businesses and operations, methods of payment, methods for accepting payment and any and all financial information, including, but not limited to, information associated with Defendants' User Accounts and Defendants' Merchant Storefronts, a full accounting of Defendants' sales history and listing history under such accounts and Defendants' Financial Accounts with any and all Financial Institutions associated with Defendants' User Accounts and Defendants' Merchant Storefronts; and
- d. Defendants' manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale and/or selling of Counterfeit Products, or any other products bearing the Barbie Marks and/or marks that are confusingly similar to, identical to and constitute an infringement of the Barbie

within five days, including intermediate Saturdays and Sundays;

Marks and/or incorporating the Barbie Works and/or artwork that is substantially similar to, identical to and constitutes infringement of the Barbie Works.

VI. Security Bond

A. IT IS FURTHER ORDERED that Plaintiff shall place security in the amount of \$5,000 Dollars (*five thousand dollars*) with the Court which amount is determined adequate for the payment of any damages any person may be entitled to recover as a result of an improper or wrongful restraint ordered hereunder.

VII. Sealing Order

A. IT IS FURTHER ORDERED that Plaintiff's Complaint and exhibits attached thereto, and Plaintiff's *ex parte* Application and the Declarations of Jessica Arnaiz, Lisa Delanty and Brianne Scully in support thereof and exhibits attached thereto and this Order shall remain sealed until the Financial Institutions and ContextLogic comply with **Paragraphs I(C), III(A) and V(C)** of this Order.

for five days, including intermediate Saturdays and Sundays;

from the date of this Order

SO ORDERED.

SIGNED this 13th day of December, 2018, at 2 P.m.


UNITED STATES DISTRICT JUDGE

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No.	Defendant	Merchant storefront	User Account	Seller ID
1	betterdover	https://www.wish.com/c/597f1514b796e4de7c2e011	https://www.wish.com/merchant/5844f758eb6320e78efb561	5844f758eb6320e78efb561
2	boniclahtic	https://www.wish.com/c/59c9c4d324d073785c7ba065	https://www.wish.com/merchant/59a823832351330138a1135	59a823832351330138a1135
3	bringdream	https://www.wish.com/c/5b0e44311be981482f9546ab	https://www.wish.com/merchant/5a9ced51b98f7c7123b52c	5a9ced51b98f7c7123b52c
4	Buybetterproducts	https://www.wish.com/c/5a9129414d48636fb16cf975	https://www.wish.com/merchant/59c204b0ae228e5e54a6682	59c204b0ae228e5e54a6682
5	buyremore	https://www.wish.com/c/5b7d51aa0470b45ecbd963a	https://www.wish.com/merchant/59772880ec30f0a24587b90	59772880ec30f0a24587b90
6	Charles' House	https://www.wish.com/c/59a04cb2763a8f7b84503653	https://www.wish.com/merchant/5a06b684c5c2464983dc5c7a	5a06b684c5c2464983dc5c7a
7	Cherish_	https://www.wish.com/c/5b0a6cd2c56977fb0f24d5	https://www.wish.com/merchant/5aefc1b1c25006250fbecae	5aefc1b1c25006250fbecae
8	Chinese Shenzhen Gaode Trading Company	https://www.wish.com/c/598d1eb60c85b0c0cf7efb31	https://www.wish.com/merchant/54a1266140b3786876c449e4	54a1266140b3786876c449e4
9	Dabinxue	https://www.wish.com/c/5a2217039a07bd2dda74db5b	https://www.wish.com/merchant/59c244c99d8c6556a2d65932	59c244c99d8c6556a2d65932
10	dingxu's store	https://www.wish.com/c/59a13027bad1a403ef195ab	https://www.wish.com/merchant/5406c2911d2d434f86f0da1b	5406c2911d2d434f86f0da1b
11	etemenaniki	https://www.wish.com/c/5a5a550124b5b01e1787f8	https://www.wish.com/merchant/5731ba5f9a4135925e71682	5731ba5f9a4135925e71682
12	GLu8Teck	https://www.wish.com/c/5a227c113a0386f21b183e667	https://www.wish.com/merchant/5a094ed5448a52338040b785	5a094ed5448a52338040b785
13	guojialia	https://www.wish.com/c/58803ec760da10512841be8	https://www.wish.com/merchant/557e9d340a78c19d6ae980c	557e9d340a78c19d6ae980c
14	HITIME	https://www.wish.com/c/5a262a2ab4b8d92379c218f5	https://www.wish.com/merchant/53e2d80ad9113946c785af74	53e2d80ad9113946c785af74
15	honglingda store	https://www.wish.com/c/5a26899db143354585d381c5	https://www.wish.com/merchant/596df23294158520af84244	596df23294158520af84244
16	HUAYI PHOTO LTD	https://www.wish.com/c/577896226563a9262e45aa74	https://www.wish.com/merchant/53969595b34067e5e2e9a5b4	53969595b34067e5e2e9a5b4
17	hunhunstore	https://www.wish.com/c/59464b6077604161237ebae7	https://www.wish.com/merchant/5b3c73581bc7f3230f04acc	5b3c73581bc7f3230f04acc
18	intelligent_life	https://www.wish.com/c/5a2239c50e723d85628e9cd2	https://www.wish.com/merchant/596efb059415853d74d38400	596efb059415853d74d38400
19	Jianglin store	https://www.wish.com/c/5a268d81daa5c75450c745a9	https://www.wish.com/merchant/596f1344c250815bfef6a1	596f1344c250815bfef6a1
20	Johnny shop	https://www.wish.com/c/58a565b2c2f39907b25bb22c	https://www.wish.com/merchant/589b1939e899550c219b0a9	589b1939e899550c219b0a9
21	Joyful Fish	https://www.wish.com/c/59e71a5c1f04d205beddbd0d	https://www.wish.com/merchant/56e92896cd47c838461b30b4	56e92896cd47c838461b30b4
22	Kollia	https://www.wish.com/c/5a531f6580386f506944c4ec	https://www.wish.com/merchant/5937c6e0a7404470e5ecc7af	5937c6e0a7404470e5ecc7af
23	laboutiquestoons	https://www.wish.com/c/5b2bc0cd3f729370fe8e0fa1	https://www.wish.com/merchant/5a9680d628a2b36dcd17b5e6	5a9680d628a2b36dcd17b5e6
24	lengshanbo	https://www.wish.com/c/59fca932b43a7e5207774874	https://www.wish.com/merchant/59d2276876a7e023b05f2bea	59d2276876a7e023b05f2bea
25	lingfaicukalg	https://www.wish.com/c/5b14ed852610f133e89ec71fc	https://www.wish.com/merchant/5a6d36197824cab61933688c	5a6d36197824cab61933688c
26	lover space wall sticker	https://www.wish.com/c/593c3661764f4855fbcdbb1f	https://www.wish.com/merchant/55084450d4136a4e45423a	55084450d4136a4e45423a
27	Lucky John Feng's Store	https://www.wish.com/c/59e6ab31a3f80c30ef7b2da4	https://www.wish.com/merchant/5461b36c90c7763328de7360	5461b36c90c7763328de7360
28	lucy wang	https://www.wish.com/c/5a1ce3c764621a1eedebfd1d1	https://www.wish.com/merchant/589f9c0997be24f5ef63a70	589f9c0997be24f5ef63a70
29	moraitop	https://www.wish.com/c/5a55bd7259835147ef62244a	https://www.wish.com/merchant/55d3de4792a9ba122fb6cc4	55d3de4792a9ba122fb6cc4
30	New Lucky	https://www.wish.com/c/599e3f1e9a9e3632a18d7185	https://www.wish.com/merchant/5406c9c77f086e1be430d73e	5406c9c77f086e1be430d73e
31	oey dedianpo	https://www.wish.com/c/5941ec0b9a8d61143a021419	https://www.wish.com/merchant/5b31b992eae8b4236e7da4e4	5b31b992eae8b4236e7da4e4
32	pa2c009	https://www.wish.com/c/59e8b7eb52605835651e9b66a	https://www.wish.com/merchant/58149994c982b33ecfbf9a9a	58149994c982b33ecfbf9a9a
33	PPingSmile	https://www.wish.com/c/59d8e121f5bb45ae0bdc19	https://www.wish.com/merchant/58a95a2e0c730da6e76f5b9b8	58a95a2e0c730da6e76f5b9b8
34	qamaawcuiqing	https://www.wish.com/c/5932197a53d56cd478db6647a	https://www.wish.com/merchant/5ae7bab41b98df3aed1fd2c5	5ae7bab41b98df3aed1fd2c5
35	qingfente	https://www.wish.com/c/5b7d51c7f68f1f6e455913a1b5	https://www.wish.com/merchant/59cb8c65a2c28e6e29ee48bd	59cb8c65a2c28e6e29ee48bd
36	renguofei	https://www.wish.com/c/5a486ca4730c3333e6f18aa2	https://www.wish.com/merchant/5900c67b51208611c0acc067	5900c67b51208611c0acc067
37	rewevirginhair	https://www.wish.com/c/59b95c844db533dcabfb4d8	https://www.wish.com/merchant/58b508ad32367650f388497d	58b508ad32367650f388497d
38	ShenZhen Yahoo Buying Co., Ltd.	https://www.wish.com/c/594946ff30c53b9496d5b90	https://www.wish.com/merchant/55d078ea325c231040ba8bba	55d078ea325c231040ba8bba
39	silinwuan	https://www.wish.com/c/594e927a7059a5b0247a279	https://www.wish.com/merchant/5b3446850a28814087ac5074	5b3446850a28814087ac5074
40	Sky-eye	https://www.wish.com/c/58e1055620b64134c426d5b	https://www.wish.com/merchant/588508ad32367650f388497d	588508ad32367650f388497d
41	The Beauty Club	https://www.wish.com/c/597ac11e00b1857493ff64de	https://www.wish.com/merchant/588a8e227b7070514d43a2a	588a8e227b7070514d43a2a
42	wanghaibing	https://www.wish.com/c/5795e6a00be55d080545fe9e	https://www.wish.com/merchant/58ca3bd647de99505a3f65a1	58ca3bd647de99505a3f65a1
43	wedding decoration china	https://www.wish.com/c/596e23423605310a0b0a7a8	https://www.wish.com/merchant/5455e9593dabbe39f1e5f8f2	5455e9593dabbe39f1e5f8f2
44	Weichersports	https://www.wish.com/c/596e23423605310a0b0a7a8	https://www.wish.com/merchant/58be1f6c4e74735059cd9d26	58be1f6c4e74735059cd9d26
45	welxiacoming1	https://www.wish.com/c/597684730a7eb215e63baef	https://www.wish.com/merchant/59d0a7eb154e070ae97ac42	59d0a7eb154e070ae97ac42
46	westbluelflowers	https://www.wish.com/c/5988189b35a6d6e57643b	https://www.wish.com/merchant/5a6d90716ea4a726c6480e88	5a6d90716ea4a726c6480e88
47	Xiaojian Xie	https://www.wish.com/c/58e9af240006b2187ddb0425	https://www.wish.com/merchant/56f27d8e8da7bc58b3e7f0cd	56f27d8e8da7bc58b3e7f0cd
48	XinHui supply	https://www.wish.com/c/5a706ea7918da336d9865457	https://www.wish.com/merchant/590f11b5b6d19d277ab191a7	590f11b5b6d19d277ab191a7
49	xixiaoxiao	https://www.wish.com/c/59fcee650f3ad44c57ae	https://www.wish.com/merchant/59d6610b5d6f34299dae2c2	59d6610b5d6f34299dae2c2
50	xuexuezhi1	https://www.wish.com/c/59fcee650f3ad44c57ae	https://www.wish.com/merchant/5a214b80149f8f5e6592c2ff1	5a214b80149f8f5e6592c2ff1
51	yeqian	https://www.wish.com/c/5a2a7054eece085ca785fdd	https://www.wish.com/merchant/599e7ed330e1f30c99f5b8	599e7ed330e1f30c99f5b8
52	Yescon	https://www.wish.com/c/5824758fca9ca0c1e6235cd4	https://www.wish.com/merchant/5798b11a34073469a502aaao	5798b11a34073469a502aaao
53	yiwehimiaoindianishangyuyouxiangongsi	https://www.wish.com/c/59e7515b7dc5cb5158108013	https://www.wish.com/merchant/54222972754c8542065051	54222972754c8542065051
54	zhuo2008			

55	Zfqp16	https://www.wish.com/c/586cb02456fc6f4ee2fa2bfa	https://www.wish.com/merchant/56d1a03ab9da63186486a7bd	56d1a03ab9da63186486a7bd
56	zhangqiang	https://www.wish.com/c/5b3fa25cbd7b932d5423ced7	https://www.wish.com/merchant/5ae296079722337207320e6c	5ae296079722337207320e6c
57	zhengzecheng	https://www.wish.com/c/5a57278feceb08665064f653	https://www.wish.com/merchant/59d88cb79aee0907fcc7c225	59d88cb79aee0907fcc7c225
58	zhiyuanstore	https://www.wish.com/c/5b5a92ddc4e3fe25ef934c71	https://www.wish.com/merchant/5a98e11197223378b7b84a4d	5a98e11197223378b7b84a4d